

**TOWN of MARLBORO, VERMONT**

**~ FACILITY USE AGREEMENT: HOGBACK MOUNTAIN CONSERVATION AREA ~**

Hogback Mountain Conservation Area is owned by the Town which is responsible for authorizing its use for the following designated purposes: recreational, community entertainment, educational, agricultural, forestry, or research activities. These designated activities cannot interfere with use by the general public. Following the Facility Use Agreement's completion and submission to the Town Clerk, a member of the Town's Hogback Preservation Commission may contact you to discuss your Agreement in greater detail. A final Agreement approval or denial will be made by the Town Select Board within a month.

**This Use Agreement is dated \_\_\_\_\_ by and between the Town of Marlboro (the Town), and \_\_\_\_\_ the user group and guests (the "Renter"). In consideration of the mutual covenants and conditions herein, the parties agree as follows:**

1. **FACILITY.** Renter will use the Conservation Area for the following EVENT :  
\_\_\_\_\_
  
2. **DATE and TERM.** The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.). If the Event includes multiple, contiguous or separate days, indicate all additional dates and times here:  
\_\_\_\_\_
  
3. **OBLIGATIONS OF RENTER.** The Renter must complete the accompanying Supplemental Facility Use Agreement Form with the Conservation Area map on one side and Conservation Area questions and use considerations included on the other. At the end of the rental term, Renter will return the Conservation Area Facility in a neat, orderly and clean condition with the removal of all trash and litter, including human waste. Renter will be responsible for, and liable to, the Town for all repairs to the Conservation Area Facility required as a result of damage caused by Renter and Renter's guests.
  
4. **OCCUPANCY.** Occupancy is limited to 250 people.
  
5. **SMOKING and FIRES.** Smoking and fires are prohibited within the Conservation Area without special permission.
  
6. **INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Marlboro is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event. This requirement is limited to all non-town sponsored events.
  
7. **ALCOHOL.** If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
  - A. If Renter will furnish or serve alcohol at the Event renter must do so through a professionally licensed and insured caterer or third party. The contract with the caterer or other licensed third party will note that such party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

B. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

C. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

8. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.

9. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.

10. CANCELLATION. The town shall be notified of cancellation at the soonest possible date.

11. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Marlboro Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Marlboro, Vermont  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

TOWN OF MARLBORO

RENTER

By \_\_\_\_\_  
(duly authorized agent)

\_\_\_\_\_  
(name of applicant for Event)

Address: \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_

(Organization, if applicable) Contact info:

**HMCA SUPPLEMENTAL FACILITY USE AGREEMENT FORM AND MAP (SEE OTHER SIDE)**

Your Event's name: \_\_\_\_\_

Your Event's date(s): \_\_\_\_\_

Your Name, phone number(s) and e-mail: \_\_\_\_\_

Hogback Mountain Conservation Area Events Requiring a Facility Use Agreement\*:

- Events with activities not normally permitted in the Conservation Area, e.g., camping, fires, cutting vegetation
- Events where a participant fee is required;
- Events where alcohol (or marijuana) is available;
- Events with activities where participant spend a significant amount of time off trail;
- Events lasting >3-4 hrs or repeated several days (in which litter and human waste are likely to be problems);
- Events not co-sponsored with HMCA or the Southern Vermont Natural History Museum anticipated to include more than 20 participants;
- Events in which motorized vehicles are used, e.g., ATVs, snowmobiles, electric bikes, etc.
- Events requiring installation of equipment or construction of temporary structures;

*\*Although the use of firearms for lawful purposes (e.g., hunting) is permitted, the Town of Marlboro asks that you seek verbal permission to do so.*

**Describe your Event by responding to all of the following questions:**

1) Which of the above reasons for a Facility Use Agreement apply to your Event? List all that apply. †

\_\_\_\_\_

\_\_\_\_\_

*† Note that events co-sponsored by the Hogback Mountain Conservation Association or the Southern Vermont Natural History Museum do not need a FUA permit agreement unless they include prohibited activities, e.g., fires, camping, etc.,*

2) Indicate with a check mark the type(s) of designated, allowable purposes that characterize your Event:\*

- Recreational                       Educational                       Community entertainment
- Forestry                               Agricultural                       Research

*\* Note activities must not interfere with general public's use of HMCA*

1) If you are applying for one or more groups or organizations, please name them:

\_\_\_\_\_

2) In addition to your group(s) & its guests, will the public be invited to your Event? Yes / No

3) How many participants do you anticipate attending? \_\_\_\_\_

4) How many vehicles do you anticipate participants will be arriving in? \_\_\_\_\_

5) Briefly indicate the purpose of your Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6) Briefly describe your Event's activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

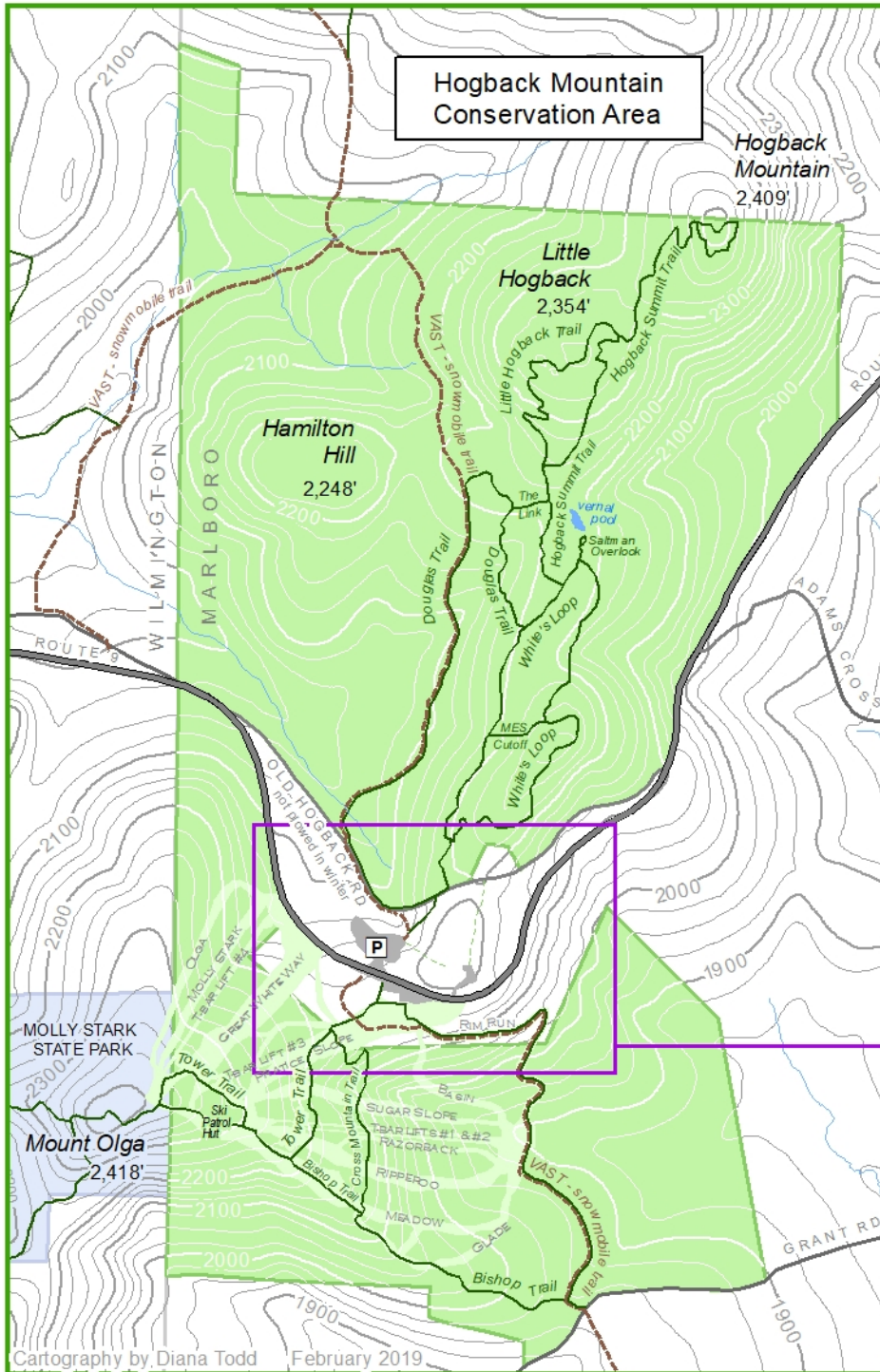
7) If your Event extends beyond 3-4 hours, describe your plan for managing litter, including human waste.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Using the maps on the other side of the page, please indicate where your Event's activities will occur.**



Indicate (by sketching or shading) where your event will take place. NOTE: most of the land adjacent to Route 9 is NOT part of the Conservation Area. If you wish to use any of those areas, you will need to ask permission from the land owner. The Town Clerk can give you the appropriate contact information. Also note that the fire tower on Mount Olga is in Molly Stark State Park, not the Conservation Area.

